UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

IN RE: GENERAC SOLAR POWER SYSTEMS MARKETING SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION

Case No. 23-md-03078

THIS DOCUMENT RELATES TO ALL CASES

MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS AND EXPENSES, AND REPRESENTATIVE PLAINTIFF SERVICE AWARDS

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I. INTRODUCTION

Plaintiffs'[1] request for attorneys' fees, reimbursement of costs, and service awards is reasonable and appropriate in light of the significant benefits conferred on Settlement Class Members from the Settlement and the considerable risks of proceeding with litigation. Over the course of more than three years of litigation, Class Counsel[2] prosecuted this complex multidistrict products liability class action on a purely contingent basis, accepting the strong possibility that no recovery would be achieved. Class Counsel devoted thousands of hours to investigating claims, briefing Plaintiffs' claims, conducting extensive fact and expert work, participating in cross-country examinations of Plaintiffs' PWRcell Systems, and ultimately negotiating a proposed settlement that provides meaningful monetary and non-monetary relief to System Owners across the United States. As part of a full-day mediation process that stretched into the evening, conducted at arms' length through a reputable JAMS mediator, Robert A. Meyer, Class Counsel negotiated a $15,000,000 non-reversionary settlement fund. Individual Settlement Class Members may recover up to $20,000 per qualifying claim by default, as well as additional funds available via an Extraordinary Damage Fund for those qualified. The proposed Settlement also provides nonmonetary relief in the form of an extended Limited Warranty and educational materials for

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[1] Plaintiffs collectively refers to the Representative Plaintiffs Robert Ammon, Marcia Baltimore, Nicole Kibert Basler, John Bettorf, Paul Cartmell, Steve Cothren, Geoff Edwards, Miles Fawcett, Joel Galarza, Melissa Gibson, Daniel Haak, Christopher Helmers, Kevin Hemphill, Albert Kates, Craig Lauder, Kathryn Locatell, Jodi Matas, Dustin Moon, Lori Morse, Adam Plichta, Jason Poston, Anita Richardson, Michael Shirk, Allan Slater, Carolyn Slusher, Rabia Stevenson, Beverly Taylor, Margaret Venema, Kerri Vincent, James Ward, and Mark Wasserman.

[2] "Class Counsel" means Ian J. Barlow of the law firm Kershaw Talley Barlow PC; Mark P. Chalos of the law firm Lieff Cabraser Heimann & Bernstein, LLP; Scott C. Harris of the law firm Bryson, Harris, Suciu, Demay PLLC; James J. Rosemergy of the law firm Carey & Danis; and Harper T. Segui of the law firm Lee Segui PLLC. Dkt. 78-1 (Settlement Agreement) § 1.8. All defined terms herein shall have the same meanings attributed to them in the Settlement Agreement and Addendum to the Parties' Settlement Agreement and Release Dated January 9, 2026. Dkts. 78-1, 88-1, and 88-2.

consumers relating to System errors and corrective measures taken. The Settlement thus provides both substantial monetary relief and nonmonetary relief for the Settlement Class.

For the reasons set forth herein, Class Counsel respectfully request that this Court grant their motion.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Litigation History

This case arises from the design, manufacture, marketing, and sale of PWRcell Systems, which contain allegedly defective SnapRS devices ("Snaps" or "Snap devices"). *See* Consolidated Class Action Complaint (hereinafter "CCAC"), Dkt. 18, ¶¶ 68, 70, 73, and 75. Plaintiffs contend that the alleged defect caused the Snaps to become overactive, overheat, bubble, burn, and explode, resulting in loss of energy production. *See id.* ¶¶ 10, 11, 18. Plaintiffs and Settlement Class Members allegedly suffered economic injury at the point of purchase due in part to Generac's failure to disclose the alleged Snap defect, where Plaintiffs and Settlement Class Members overpaid or would not have purchased the Systems had they known about the allegedly defective Snaps.

As detailed in Plaintiffs' Motion for Preliminary Approval briefing, the first case regarding the Snap devices at issue was filed in the Middle District of Florida on October 28, 2022. Dkt. 78 (Memorandum in Support of Preliminary Approval) at 4. After additional cases were filed across the country, a Petition for Transfer and Consolidation pursuant to 28 U.S.C. § 1407 was filed on March 3, 2023. *Id*. The JPML transferred all of the cases to the Eastern District of Wisconsin before this Court on June 2, 2023, and Plaintiffs filed their Consolidated Class Action Complaint on September 1, 2023. Dkts. 1 (JPML Transfer Order), 18 (Consolidated Class Action Complaint). Class Counsel engaged in time-intensive vetting of potential class representative and conducted hundreds of interviews and initial screenings to finalize the Representative Plaintiffs in the case.

They also extensively researched potential claims in the underlying litigation. The thirty-one Representative Plaintiffs brought thirty causes of action on behalf of a nationwide class and sixteen separate state classes.

Plaintiffs successfully opposed Generac's motion to dismiss, with all of Plaintiffs' claims surviving. Dkt. 38.[3] The Court prognosticated that "extensive discovery" was likely to follow, and it did. The Parties negotiated and entered into four protocols governing discovery, including a Protective Order (Dkt. 16), ESI Protocol (Dkt. 22), Inspection Protocol (Dkt. 28), and a Preservation Protocol (Dkt. 62). The Parties exchanged initial disclosures, interrogatories, requests for production of documents, and corresponding written responses for all thirty-one Representative Plaintiffs, which was accompanied by nearly 20 hours of conferring by the Parties, including negotiating search terms, written responses, productions, and custodian lists. Chalos Decl. at ¶ 7. Tens of thousands of custodial and non-custodial documents were produced by Defendants and reviewed by Plaintiffs. *Id.* Over the course of eight months, Class Counsel planned, coordinated, and executed day-long, in-person expert inspections of each of the thirty-one Representative Plaintiff's Systems, who were spread throughout the country. *Id.* at ¶ 8. To further assess the scope of the alleged failure of the Snaps, Plaintiffs' counsel and experts traveled to Portland, Maine on June 12, 2025, to inspect Snaps in Generac's possession and select exemplars to take into custody for subsequent joint inspection and destructive testing.[4] *Id.* at ¶ 9.

Plaintiffs conducted two 30(b)(6) depositions covering several of the noticed areas of inquiries, including Generac's data collection, management, and retention policies to facilitate

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[3] However, the Court dismissed allegations of fraud based on affirmative misrepresentations with the opportunity to seek leave to amend to satisfy Rule 9(b) requirements as part of the discovery process. Dkt. 38 (Decision and Order) at 11-12.
[4] This visit required a subsequent visit by Class Counsel to Defendants' expert's facility in Boston for chain of custody verification purposes.

Plaintiffs' understanding of Generac's data and document management systems, its document productions to date, and drive resolution of disputes over outstanding document requests. *Id*. at ¶ 10. Plaintiffs also prepared for and defended the deposition of one Representative Plaintiff. Moreover, Plaintiffs served subpoenas on, and met and conferred with several of, Generac's third-party manufacturers, product testing companies, and installers for further discovery. *Id.* at ¶ 11.

Finally, Plaintiffs' experts conducted an extensive, years-long investigation and analysis of the Snaps. *Id.* at ¶ 12. Plaintiffs worked with both an electrical engineer for purposes of analyzing the circuitry of the Snaps as well as a mechanical engineer who had spent decades inspecting solar energy system components and installations. *Id.* Plaintiffs' experts provided critical input at all stages of the litigation, including by providing assistance in the preparation of written discovery, reviewing and analyzing key documents, and attending and conducting independent investigations and analyses of Snaps as installed in the field to understand the alleged defect. *Id.*

B. <u>Summary of the Settlement and Preliminary Approval</u>

In August 2025, the Parties entered into arm's length negotiations, including an in-person mediation session overseen by experienced mediator Robert Meyer of JAMS. The mediation was difficult and resolution was by no means certain, but through hard-fought negotiations, good-faith efforts between the Parties, and continued exchanges of information, an agreement was reached. As a result of mediated and direct settlement discussions, Plaintiffs obtained an outstanding recovery for Class Members.

As outlined in the preliminarily approved Settlement Agreement, the Settlement establishes a $15,000,000 non-reversionary common fund. Dkt. 78-1 at § 1.25 (Settlement Agreement). The fund will be allocated to Settlement Class Members on a per-PWRcell System basis, such that there will be a single Settlement Award attributable to each PWRcell System. The sum will include the System Claim—a baseline award keyed to the size of the System available to all qualifying claimants who can demonstrate ownership or use of a qualifying system.[5] *Id.* § 3.11. The Settlement Agreement also calls for $2,000,000 from the Settlement Fund for the creation of a Cash Recovery Fund, which will be used to compensate Claimants who submit valid Out of Pocket Expense Claims, Loss of Power Generation Claims, and Miscellaneous Cost Claims. *Id.* §§ 1.3. By default, eligible Class Members may recover up to $20,000 collectively from their System Claims and claims against the Cash Recovery Fund.

To account for abnormally large claims, the Settlement Agreement earmarks $500,000 from the Settlement Fund for an Extraordinary Damage Fund to provide additional compensation for Claimants who submit valid Claims but whose Settlement Awards would exceed the Maximum Individual Award (of $20,000). *Id.* § 3.11(A)(2). This feature serves two equally important purposes: it ensures that all claimants are able to receive significant recoveries under the Settlement, while simultaneously ensuring that a handful of exceptionally large claims do not skew the share of the fund available from the vast majority of the Class.

In addition to monetary relief, the Settlement provides valuable nonmonetary relief, including an extension and modification of the Limited Warranty for PWRcell Systems, and educational materials regarding System error codes and suggested corrective measures. *Id.* at § 3.7(A). The modifications to the Limited Warranty include extending the warranty period and removing the requirement that the System be registered with Generac and connected to the internet to be eligible for warranty coverage. *Id.* Generac's Error Code Notice, Dkt. 78-10, contains materials to educate system users about error codes that may appear on the PWRcell System's

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[5] While there is a single award associated with each system, the System Claim may be shared in the event the owner and primary user of the system are not the same.

inverter display, the dangers associated therewith, and corrective measures available to correct the error. Dkt. 78-1 at § 3.7.

On January 13, 2026, this Court entered an Order granting Preliminary Approval of the Class Action Settlement. Dkt. 81. On April 20, 2026, the Parties filed a stipulation to modify the Settlement Agreement to amend the definition of those who are not Settlement Class Members and include a provision where Generac would pay $100,000 directly to the Settlement Administrator for Notice and Administrative Costs. Dkt. 88 at 1–2. On April 21, 2026, this Court entered an Amended Preliminary Approval Order. Dkt. 89.

C. **Dissemination of Notice**

Since the Court granted Preliminary Approval on January 13, 2026 and the Amended Order Granting Preliminary Approval on April 21, 2026, Class Counsel have been working closely with the Settlement Administrator to implement the Notice Plan. Chalos Decl. at ¶ 13. This has included working with the Settlement Administrator and Generac to confirm Class Member contact information and prequalification, reviewing final materials before publication or transmission, and maintaining consistent contact with the Settlement Administrator to track the effectuation of the Notice Plan. *Id.* On May 12, 2026, the Settlement Administrator implemented the Notice Plan, including the Settlement Website and Direct and Indirect Notice. *Id.* at ¶ 14. Consistent with Rule 23(h), the Class Notice disclosed Class Counsel's intent to seek attorneys' fees of up to $5,000,000, reimbursement of litigation costs, and Service Awards of up to $5,000 per Representative Plaintiff, so that Settlement Class Members received notice of these requests in a reasonable manner. The effectiveness of the Notice Plan developed by Class Counsel is borne out by the enthusiastic response of the Class. As of July 2, 2026, more than 6,679 claims have been submitted, with more claims the Class has responded actively to the Notice Plan being submitted and processed claims continuing as the claims period remains open. *Id.* at ¶ 16.

III. <u>LEGAL STANDARD</u>

Rule 23(h) permits reasonable fees to be awarded to plaintiff's counsel, and within the Seventh Circuit courts "award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001) (collecting cases). The district court must further "attempt to estimate what the parties would have agreed to had negotiations occurred at the outset of litigation." *In re Lawnmower Engine Horsepower Mktg. & Sales Pracs. Litig.*, 733 F. Supp. 2d 997, 1013 (E.D. Wis. 2010) (Adelman, J.) (citing *Sutton v. Bernard*, 504 F.3d 688, 693 (7th Cir. 2007); *Synthroid I*, 264 F.3d at 718–19). "Factors that bear on the market price for legal fees include the risk of nonpayment, the quality of the attorney's performance, the amount of work necessary to resolve the litigation, and the stakes of the case." *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *7 (E.D. Wis. Mar. 22, 2023) (Adelman, J.).

Though it is within the discretion of the district court whether to apply the percentage-of-the-fund or lodestar method when calculating attorneys' fees, "it is commonplace to award the lawyers for the class a percentage of the fund, in recognition of the fact that most suits for damages in this country are handled on the plaintiff's side on a contingent-fee basis." *Gaskill v. Gordon*, 160 F.3d 361, 362 (7th Cir. 1998) (internal citation omitted). Within the Seventh Circuit, "a typical contingent fee is between 33 and 40 percent." *In re Forefront Data*, 2023 WL 6215366, at *8 (awarding 33.33% fee award). Although not required, a district court may employ a lodestar crosscheck to verify the reasonableness of the percentage-based fee. *In re Stericycle Sec. Litig.*, 35 F.4th 555, 567 n.9 (7th Cir. 2022) ("We have said, however, that consideration of a lodestar check is not an issue of required methodology." (internal citation omitted)).

IV. THE REQUESTED ATTORNEYS' FEES ARE REASONABLE, APPROPRIATE, AND SHOULD BE GRANTED

A. The Percentage of the Fund Method is the Appropriate Calculation.

The percentage of the fund method is appropriate for determining fees here, as Class Counsel undertook representation on a contingent basis. *Gaskill v. Gordon*, 160 F.3d at 362; *see also Chambers v. Together Credit Union*, 2021 WL 1948452, at *1 (S.D. Ill. May 14, 2021) ("Although courts in this Circuit have the discretion to use either a percentage of the fund or lodestar methodology, the percentage method is employed *by the vast majority of courts* in the Seventh Circuit." (internal citation omitted)) (emphasis added). As the private market for this type of legal work is typically a contingent fee, a contingent fee is the market rate. *See McKinnie v. JP Morgan Chase Bank, N.A.*, 678 F. Supp. 2d 806, 815 (E.D. Wis. 2009) ("When the 'prevailing' method of compensating lawyers for 'similar services' is the contingent fee, then the contingent fee *is* the 'market rate'" (quoting *Kirchoff v. Flynn,* 786 F.2d 320, 324 (7th Cir.1986))). Thus, as Class Counsel performed this work on a contingent basis, fees should be determined on a percentage-of-the-fund basis as it is the most appropriate and equitable method for estimating the market rate. *See id*.

B. The Requested Percentage Falls Within the Range Approved by Courts.

Plaintiffs request attorneys' fees of $5,000,000 which is one-third (33.33%) of the $15,000,000 Settlement Fund. The requested fee award is in line with the market rate for comparable attorney services in this Circuit and fairly reflects the results achieved in this Settlement. *See In re Forefront*, 2023 WL 6215366, at *8. *See, e.g., id.* (awarding 33.33% fee award); *In re Seresto Flea & Tick Collar Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 25-2401, 2026 WL 1678868, at *6 (7th Cir. June 10, 2026) (affirming award of attorneys' fee award of 30%); *Gaskill v. Gordon*, 160 F.3d at 362 (noting that typical contingency fees are between 33%

and 40% and affirmed a 38% fee award) (citation omitted); *Downes v. Wisconsin Energy Corp. Ret. Acct. Plan*, No. 09-C-0637, 2012 WL 1410023, at *4 (E.D. Wis. Apr. 20, 2012) (Adelman, J.) (awarding 30% attorneys' fees for a total of $13.5 million); *Novin v. Johnson Controls, Inc.*, No. 24-cv-46-pp, 2026 WL 63396, at *4–5 (E.D. Wis. Jan. 8, 2026) (awarding 30% of attorneys' fees for a total of $5.25 million); *In re Tik-Tok, Inc., Consumer Privacy Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022) ("A one-third flat fee also is routine for class action settlements in similarly complex fields, such as antitrust litigation and consumer protection litigation.") (cleaned up). The one-third fee requested here is consistent with prevailing market rates, and is within the range of reasonable percentages-of-the-fund recognized by this Court in *In re Forefront*.

C. The Risk of Nonpayment Supports the Requested Fee.

Class Counsel prosecuted this action on a purely contingent fee basis over a period of more than three years, investing thousands of hours of attorney and professional time, and advancing hundreds of thousands of dollars in out-of-pocket costs, without any guarantee of recovery. *In re Forefront*, 2023 WL 6215366, at *7 (finding percentage method appropriate where counsel accepted case on contingent-fee basis); Chalos Decl. at ¶ 18.

The risks that Plaintiffs and Class Counsel confronted in this case were substantial. This complex consumer fraud action involved technical engineering issues related to the design and performance of solar power system components. *Id.* at ¶ 12. It also implicated complex supplier, manufacturing, and installation issues. The Parties vigorously litigated the case at every stage, with extensive motion to dismiss briefing and comprehensive fact discovery, against outstanding opposing counsel who opposed Plaintiffs' efforts. *Id.* at ¶ 7. The contingent nature of the representation meant that Class Counsel bore the entire risk that their significant investment of time and resources would yield no return, supporting the requested fee award. *Gaskill v. Gordon*, 160 F.3d at 362; *In re Forefront*, 2023 WL 6215366, at *7.

In addition, that investment was indeed substantial; Class Counsel retained two top-tier experts to assist in this litigation through product inspections, product testing, site inspections, review and analysis of company documents, and development of opinion evidence that ultimately informed the negotiations that led to the resolution of this case. Expert costs were significant—including time and expenses for cross-country travel for state-by-state inspections of Representative Plaintiffs' Systems—and the recovery of the amounts paid was by no means guaranteed. Class Counsel's financial commitment to the development of evidence through their experts further supports the recovery of the fee request in this case.

D. <u>The Quality of Counsel's Performance Supports the Requested Fee.</u>

The quality of Class Counsel's performance throughout this litigation warrants the requested fee award. Class Counsel, among other things: extensively researched and investigated the claims and facts underlying this litigation; successfully vetted class representatives to bring meritorious claims that survived Generac's motion to dismiss; conducted extensive discovery and engaged in substantial meet and confer efforts across numerous disputes concerning written discovery, depositions, and document productions; planned and executed thirty-one cross-country site inspections of Representative Plaintiffs' Systems and defended one Representative Plaintiff deposition; took Rule 30(b)(6) depositions of Generac and conducted third-party discovery; directed two expert engineering consultants in a years-long investigation of the alleged defect; and negotiated a settlement that provides substantial monetary and non-monetary relief to the Class. Chalos Decl. at ¶¶ 6–12. *See In re Forefront*, 2023 WL 6215366, at *8 ("Class counsel performed significant work by researching the facts and potential claims, drafting a 51-page consolidated amended complaint, evaluating the discovery material provided by defendants to prepare for mediation, and participating in the mediation and subsequent settlement negotiations."). The inspections bear special mention, as the coordination of near three dozen site inspections with counsel and experts from both parties as well as Plaintiffs spread geographically throughout the country was a herculean logistical achievement in and of itself that underscores the incredibly complex issues presented by this multi-state class action. The result in the face of that complexity is truly outstanding, providing real, significant, cash compensation for Class Members, in addition to non-monetary relief that will inure to the benefit of system owners for years to come.

Further, Class Counsel have continued and will continue to devote time and energy to the case, overseeing the Notice Plan and monitoring the inevitable issues that may arise with claims, inquiries, opt outs, or objections. Chalos Decl. at ¶ 15. Class Counsel's continued dedication to ensuring the settlement is properly administered further speaks to the quality of their performance. *In re Forefront*, 2023 WL 6215366, at *8 ("[C]lass counsel has participated in settlement administration and must remain involved until all settlement benefits are distributed.").

Class Counsel's qualifications and experience further confirm the quality of their representation. Each of the five Co-Lead Counsel firms has extensive experience in complex class action litigation, consumer protection, and products liability matters. *See* Dkt. 79 at ¶¶ 31–48 (lead counsel qualifications). That experience proved essential to the successful litigation and resolution of this case.

E. <u>The Results Achieved Support the Requested Fee.</u>

Class Counsel achieved excellent results for the Class. The $15,000,000 non-reversionary common fund provides substantial monetary relief, with individual awards of up to $20,000 per qualifying System. Dkt. 78-1 at § 1.25. In addition to the System Award to which all members of the Class are entitled, the Settlement also includes a Cash Recovery Fund of $2,000,000 and an Extraordinary Damage Fund of $500,000 for Class Members with particularly significant losses. *Id.* at §§ 1.3, 1.20. Moreover, the fund is non-reversionary. These considerable monetary benefits support the requested fee award. *See Downes*, 2012 WL 1410023, at *3 (granting requested fee award of 30% of $45 million settlement where each class member guaranteed a minimum of $250).

In addition to monetary relief, the Settlement provides valuable non-monetary benefits, including an extension and modification of the Limited Warranty for PWRcell Systems and educational materials regarding error codes and corrective measures. *Id.* at § 3.7. These non-monetary benefits have substantial value to the Class beyond the common fund itself. *In re Forefront*, 2023 WL 6215366, at *5 (noting non-monetary benefits of settlement).

F. <u>The Total Hours Expended Confirms the Reasonableness of the Requested Fee.</u>

Though not required, the Court may crosscheck the fee award by the counsel's total lodestar. *See In re Stericycle*, 35 F.4th at 567 n.9. Class Counsel's total hours in this matter for the period from the formation of the MDL through June 30, 2026 exceed 5,800. Chalos Decl. at ¶ 18. This figure reflects the actual time devoted by attorneys and professional staff. *Id.* at ¶ 21. Class Counsel anticipates dedicating additional time through the full resolution of the settlement, and Class Counsel's lodestar will be at or above the requested fee. *Id.* at ¶ 19. The total hours expended thus confirms that the requested fee is reasonable.

V. <u>THE COURT SHOULD AWARD REASONABLE REIMBURSEMENT FOR LITIGATION COSTS AND EXPENSES</u>

Class Counsel respectfully request reimbursement of $557,556.67 in litigation costs and expenses reasonably incurred in the prosecution of this action. *Id.* at ¶ 20. These costs were necessary to prosecute this complex multidistrict litigation and are the types of expenses that a private client would reimburse counsel for in similar litigation. The Seventh Circuit has long held that litigation expenses are reimbursable from the common fund where a private client would reimburse counsel for such costs. *In re Synthroid Mktg. Litig.*, 264 F.3d at 722; *In re Continental Ill. Sec. Litig.*, 962 F.2d 566, 570 (7th Cir. 1992); *In re Lawnmower*, 733 F. Supp. 2d at 1013 (approving $576,391.19 in costs, finding they were "reasonably incurred in the course of this litigation and that a paying client would reimburse counsel for such costs").

Class Counsel's costs and expenses include, among other things: expert fees and costs; travel expenses for thirty-one cross-country site inspections, depositions, mediation, filing fees, evidence storage, and document management. Chalos Decl. at ¶¶ 6–12. These are the types of routine litigation expenses that a paying client would expect to reimburse, and they were all reasonably necessary to prosecute this case. *See, e.g., In re Synthroid Mktg. Litig.*, 264 F.3d at 722; *In re Continental Ill. Sec. Litig.*, 962 F.2d at 570. The majority of the expenses incurred by Class Counsel consisted of expert witness costs due to the relatively novel product defect at issue, the need for different types of experts (e.g., needing both an electrical engineer to ascertain the design of the allegedly defective System component, and a mechanical engineer to understand the functions and use of the Systems as a whole, including whether installation or other issues were to account for lost electricity production as opposed to the alleged defect), and need for cross-country, in-person inspections of Plaintiffs' allegedly defective systems in the presence of said experts. *See Shah v. Zimmer Biomet Holdings, Inc.*, 2020 WL 5627171, at *13 (N.D. Ind. Sept. 18, 2020) (Court awarded counsel reasonable expenses of $1,535,402.94 where more than 80% of those costs related to expert witness costs).

VI. <u>THE REQUESTED SERVICE AWARDS ARE REASONABLE, APPROPRIATE, AND SHOULD BE GRANTED</u>

Class Counsel respectfully request that the Court approve Service Awards of up to $5,000 for each of the thirty-one Representative Plaintiffs who served as class representatives in this litigation. As the Seventh Circuit has recognized, "[b]ecause a Representative plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit. In deciding whether such an award is warranted, relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation." *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (citation omitted).

The Representative Plaintiffs in this case made substantial contributions that amply justify the requested awards and, among other things, were integral for bringing the multi-state claims and representing the sixteen state-based subclasses asserted in this litigation. Each Representative Plaintiff participated in the vetting and screening process; provided documents and information regarding their Systems for discovery (including producing thousands of pages of documents, which is an unusually large volume in a consumer case even when considering there were thirty-one Representative Plaintiffs); verified interrogatories; made their homes and properties available for day-long expert inspections; were subject to deposition preparation and one Representative Plaintiff was subject to a deposition; communicated regularly with Class Counsel throughout the litigation; and actively reviewed and approved the Settlement. Chalos Decl. at ¶ 24. *In re Forefront*, 2023 WL 6215366, at *9 (awarding service awards as "appropriate compensation for the work the class members did in reviewing pleadings and settlement documents, providing information about their claims, and gathering documents"). *See also, e.g., Bohnert v. RB Royal Indus.*, 2025 WL 619323, at *4 (E.D. Wis. Feb. 26, 2025) (awarding service award for plaintiff "providing counsel with pre-suit information and documentation and actively participating in the parties' settlement discussions on behalf of the" class); *Berglund v. Matthews Senior Hous. LLC*, 2024 WL 773753, at *5 (E.D. Wis. Feb. 26, 2024) (awarding service award where plaintiff "provided to counsel the information and documents that formed the basis of the complaint, and she continued to provide assistance through the litigation"). The in-home inspections bear special mention here – it is a rare case that requires class representatives to actually open their homes up to opposing counsel and their experts in the pursuit of litigation. In addition, Representative Plaintiffs forewent technical service on their Systems in order to preserve them for purposes of litigation and for the benefit of the Class, and thus were unable to mitigate or otherwise resolve System energy production issues until inspections were conducted. Their efforts are extraordinary and more than justify the routine service awards sought here.

The Representative Plaintiffs' willingness to serve as class representatives was essential to the successful prosecution of this action. The requested Service Awards of up to $5,000 per Representative Plaintiff are justified and well within the range routinely approved by courts in this Circuit. *See, e.g., Summerton v. Goldco Direct LLC*, 2026 WL 836962, at *3 (W.D. Wis. Mar. 26, 2026) (awarding $7,500 service award); *Bohnert*, 2025 WL 619323, at *5 (awarding $5,000 service award); *Cardenas v. Zignego Co.*, 2025 WL 1262453, at *6 (E.D. Wis. May 1, 2025) (awarding $8,885.77 service award); *Weninger v. Gen. Mills Operations, LLC*, 2019 WL 1746703, at *1–2 (E.D. Wis. Apr. 18, 2019) (awarding $5,000 service award).

VII. CONCLUSION

For the foregoing reasons, Settlement Class Counsel respectfully request that this Court enter an Order:

1. Awarding Class Counsel attorneys' fees in the amount of $5,000,000 representing one-third (33.33%) of the $15,000,000 Settlement Fund;

2. Reimbursing Class Counsel for litigation costs and expenses in the amount of $557,566.67;

3. Approving Service Awards of up to $5,000 for each of the thirty-one (31) Representative Plaintiffs; and

4. Granting such other and further relief as this Court deems just and proper.

Dated: July 2, 2026

Respectfully Submitted

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